

## POST AWARD ORIENTATION CONFERENCE AGENDA

Contract Number: EP-S7-15-09

Title/Service: Washington County Lead District

Contractor Name: Coastal-Enviroworks Joint Venture (CEJV)

Award Amount of Contract: (Maximum Potential Amount) \$30,324,816.41

Base Period Amount:

\$10,155,124.27

Contract Option Period Amounts:

Option Period 1: \$10,284,846.07

Option Period 2: \$10,284,846.07

1. On April 14, 2016 at 2:30 p.m., a Post Award Orientation Conference was held. Conference details will not change the contract. Any changes as a result of the conference will be executed by formal modification to the contract.

### ATTENDEES:

	NAME	COMPANY/TITLE	PHONE/EMAIL
X	Tyrone Lewis, Chair	EPA/CO	913 551-7664
X	Don Denno	EPA/RAM	913 551-7995
X	Marie Noel	EPA/Contract Team Lead	913 551-7176
X	Eric Vanderboom	EPA/PRIMARY COR	913 551-7988
X	Greg Bach	EPA/COR	913 551-7291
X	Cody McLarty	EPA/ALT. COR	913 551-7974
X	Preston Law	EPA/RPM	913 551-7097
X	Daniel Beery	EPA	913 551-7204
X	Leeanna Balsley	EPA/CO	913-551-7161
X	Richard Silva	CEJV	(631) 299-3524
X		CEJV	
X		CEJV	
X		CEJV	
X		CEJV	
X		CEJV	
X		CEJV	
X		CEJV	
X		CEJV	

Note: travel to attend the postaward meeting in person is not required and therefore not chargeable to the contract

### 2. Government Contracting Team:

- a. The CO and/or contract specialist are responsible for contract administration and for

ensuring that Contractor performance is in compliance with the requirements of the contract. The CO is Tyrone Lewis at the time of this conference. This appointment is subject to change at any time.

In CO's absence any warranted R7 Contracting Officer may act as back-up.

- b. The COR has primary responsibility for the actual inspection of services, documentation of the contractor's work and invoice payment. The Primary COR is Eric Vanderboom (913) 551-7988 at the time of this conference; the alternate COR is Cody McLarty (913) 551-7974. These appointments are subject to change at any time.  
More Alternate COR's may be assigned in the future.

### 3. Contractor Representatives:

Supervision of services performed by the Contractor (Prime) and all subcontractors is a contract requirement of the Prime. The Prime is expected to be aware of the status of all work required, to review the performance of its employees and subcontractors and to inspect their work prior to considering it complete and ready for inspection by the Government. The following Contractor personnel are responsible for activities performed by the Prime and all subcontractors and for contact with the COR, contract specialist, or CO concerning work progress and contract administration:

Position	Name	Phone	Email
CEJV Project Manager			

4. The COR presented an overview/summary of the Performance Work Statement (PWS). The following issues were addressed:

1. COR, Eric Vanderboom provided summary of PWS with key elements/distinctions:
  - a. SEMO is very different from Omaha work. It's a 12 inch dig. The deliverables on this contract are extensive.
  - b. Pay close attention to Road Agreements with the County and rules for bridge weights etc...
  - c. Backfill source area has to be approved & analyzed as some has galena and will not pass lead test.
  - d. Any documentation or agreement with Property Owner as it relates to "bettering" the property needs to be provided to EPA & included in Property Folder draft.
  - e. Reminder that Access Agreements are CEJV responsibility.
  - f. Draft QAPP is recommended to be submitted ASAP as FINAL to speed up timeframe as it takes EPA reviewer 2-4 weeks for their review. Any changes can be added via an Addendum. CEJV agreed.
  - g. Draft Property List was provided to CEJV at meeting.
  - h. Application Form for access to property listing system was provided.
  - i. All work will be ordered via modification to contract (i.e. COR's cannot assign work). Per CO, Notice to Proceed will be provided once all deliverables have been received.
  - j. Work will begin in Richwoods and then move south to Old Mines.
  - k. Work & Progress will be monitored closely via submission of Bi-Monthly Progress Report. This will help EPA determine speed of assigning work.
  - l. Deliverables are preferred in PDF format for EPA to make "bubble" comments on side.

### 5. Prime/Subcontractors:

a. Federal Acquisition Regulations require that the Government conduct business with the prime Contractor and not subcontractors. All those designated by the Contractor as Key Personnel on this contract **MUST** be employees of the prime Contractor.

b. The prime Contractor shall provide a listing of all key personnel and all subcontractor personnel who will be on-site. The list(s) shall include the employee's name, tax identification number (TIN) or social security number (if no TIN), address and telephone number and shall be submitted as soon after award as possible and **BEFORE FIELD WORK COMMENCES**.

#### 6. Problems/Changes:

a. All performance issues encountered by the Contractor shall first be referred to the COR for resolution. The COR has the authority to see that work is completed within the requirements of the PWS, plans, drawings and specifications, but **NO** authority for change orders affecting time of delivery, price, methods, or procedures. **The Contractor is advised to accept no instructions or direction of such nature from anyone other than the CO/CS.** Requests for **equitable adjustments** shall be made in writing to the CO.

b. The COR shall notify the CO in writing of any changes that need to be made to the contract before a modification is issued. If the Contractor is requesting a change, written notification of the change, rationale for the change and proposed cost of the change shall be provided to the CO as soon as possible.

c. The PWS addresses the **Quality Assurance/Control REQUIREMENTS**. Inspection by the Government **does NOT** relieve the Contractor of this responsibility. Repeated instances of unsatisfactory or non-performed work will be regarded as evidence that the Contractor is not providing the required Supervision and or Contractor Quality Assurance/Control. When this occurs, it will be reflected in the Contractor's Performance Evaluation.

d. The following Contractor personnel are **AUTHORIZED TO NEGOTIATE AND TO SIGN CHANGE ORDERS** obligating the Contractor:

NAME : Richard Silva      POSITION: President

e. For Indefinite Quantity or Indefinite Delivery/Indefinite Quantity contracts, a minimum quantity is specified. **FAR Part 16.504(a)(1)** states "The contract must require the Government to order and the contractors to furnish at least a stated minimum quantity of supplies or services. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed the stated maximum." Consequently, the contractor is required to furnish all ordered work up to the stated maximum quantity of the contract period. **Failure to furnish the minimum when sufficient work is ordered (tasked) will result in the contractor being ineligible for reimbursement of the minimum specified for the contract period.**

- Contract minimum for each contract period is \$250,000. Total contract amounts are not guaranteed.

f. In accordance with the FAR, in the event of a DOL investigation regarding possible improper application of or failure to apply a labor regulation, the CO will suspend an amount sufficient to cover the results of the investigation until such time DOL and the Prime resolve all issues relative to the investigation.

7. Dates/Time:

a. The contract award date was September 29, 2015.

- a. HUBZ protest filed 10/6/2015, issued performance stay
- b. GAO protest filed 10/16/15, stay continued
- c. COFC protest filed 12/18/15, stay continued
- d. Stay was lifted April 1, 2016

b. The Contractor is required to maintain records and reports and allow the Government access to those records both during contract performance and for a period of indefinitely years (specified by the COR) after contract completion.

b. No government furnished material or equipment provided under this contract.

Government Provided Resource - Lead Data Base will be provided. Eric provided Application. Once submitted, EPA will provide a token to provide access.

d. All reports/deliverables are due to the COR on the date and time specified in the PWS. If this requirement is not complied with, it will also be reflected in the Contractor's Performance Evaluation.

e. The following checked items are reports/submittals required from the contractor.

CHECKED IF REQUIRED		REPORT OR SUBMITTAL	WHEN REQUIRED	RECIPIENT
X	a.	Performance Bond and Payment Bond	Within 10 days of contract award	CO Received 1/4/16
X	b.	Certified Payrolls-Prime and Subcontractors	Weekly	CO/COR
X	c.	Certificate of Insurance	Prior to issuance of NTP	CO
	d.	Monthly Work Schedule		COR
X	e.	Key Personnel Changes	Prior to change and requires CO approval	CO/COR
X	f.	Fill-dirt Supplier for Approval	Prior to using that supplier	COR
X	g.	Health & Safety Plan	Prior to CO issuance of NTP	COR
X	h.	Project Management Plan	Prior to CO issuance of NTP	COR
X	i.	QA Plan	Before work starts	COR
	j.	Collective Bargaining Agreement		CO/COR
	k.	Certification that all employees are U.S. citizens		CO/COR
X	l.	Monthly Progress Report	As specified in contract	CO/COR
X	m.	Incentive Documentation	QASP	COR
X	n.	Damage Report	24 hrs. of occurrence)	CO/COR

X	o.	Notification of Accident and Written Accident Report	Within 24 hrs. of occurrence	CO/COR
	p.	Material Inventory		COR
X	q.	Invoice and Supporting Documentation		CO/COR
X	r.	Disposal Documentation	Invoice	COR
X	s.	Equipment Submittal	Daily report	COR
X	t.	Contractor Hazardous Waste Minimization Certification	Prior NTP	COR
X	u.	Written request for road/land closure		COR
	v.	Written request for utility outage		COR
X	w.	Property Closeout Folders	See PWS	COR

f. The Contractor's schedule of work is specified in the PWS, Section 2.1. The Contractor may work on 7:00am to 6:00pm Monday through Saturday. **All work shall be performed as specified in Section 2.5 of the PWS and at the rates set forth at the contract level.**

g. Contractor Furnished Items includes all items necessary to perform the work.

h. Any work stoppage shall be immediately reported to the COR.

8. The Contractor **may** store materials, supplies and equipment on-site. The Contractor is reminded that it is responsible for theft prevention, damage, etc., as specified in the contract.

9. Safety:

a. Safety was discussed by the COR. The following concerns and/or provisions were addressed:

- Relevant safety information shall be documented in the HASP and approved by EPA prior to issuance of a NTP.

Per COR, please ensure you have proper PPE, Medical Facility as the HASP document is priority for EPA.

b. The COR has the authority to **STOP WORK IF UNSAFE CONDITIONS/ACTIVITIES** are observed. This authority is limited to potentially hazardous conditions. Such a Stop Work would apply ONLY to the unsafe activity being performed and does not constitute a Stop Work of the contract, thus, no equitable adjustment can be pursued.

c. The Occupational Safety and Health Administration (OSHA) at any time may inspect the work site for violations of the Occupational Safety and Health Act.

d. The Contractor must make First Aid and medical arrangements if necessary. The contractor is encouraged to have a First Aid kit on-site.

12. The following special provisions and/or conditions were discussed:

13. **Security:** COR discussion of security concerns at SEMO site. Be aware we have had stolen property situations. Advised to lock up equipment and protect fuel from the threat of theft.

14. Labor Relations:

- (1) The following items were discussed (if applicable):
- (2) Service Contract Act of 1965
  - i. N/A
- (3) Davis-Bacon Act
  - i. General Decision Number: MO150001 08/28/2015 MO1

**NOTE:** Non-payment of subs/suppliers may result in contract being submitted to EPA's Office for Suspension and Debarment for review for potential fraud/false claims.

CO reminded CEJV to ensure proper payment of subs as this contract may have higher scrutiny in light of protests.

Improper or non-payment of employees/subcontractors and/or failure to submit weekly certified payrolls will result in the contract being referred for DOL investigation.

15. Payment of Invoices: Contractor shall provide all receipts for costs when invoicing for CLINs 0007 (Landscaping) and 0015 (Road Repair).

Reminder: RECEIPTS ARE REQUIRED.

- a. Invoices submitted shall be labeled as "ORIGINAL INVOICE". Invoices shall include the contract number, invoice number, date of invoice, date of services performed, applicable CLIN and unit price information, total amount due and SIGNED CERTIFICATION STATEMENT THAT SUBCONTRACTORS HAVE BEEN PAID WITH FUNDS PREVIOUSLY RECEIVED as required by the Payments clause of the contract. In addition, support documentation to support charges invoiced shall be included as applicable.
  - a. Note: For CLINs 0001 – 0014 Contractor shall identify the site of work by utilizing the subCLINs provided in the Pricing Schedule.
- b. Invoices must be submitted on the Contractor's letterhead or the Contractor's invoice on a monthly basis to the following RTP, COR and CO.
- c. Modifications executed as formal changes to the contract and specify the price change shall be invoiced according to the contract terms (i.e. monthly, quarterly, completion of work issued, etc.).
- d. In accordance with the Prompt Payment Act, payment will be made by Research Triangle Park (RTP) in 30 days unless a discount is offered (example: 1/2% 10 days). Small business may invoice as frequently as every 2 weeks.
  - a. I-42 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013)
  - b. Contractor: ensure your EFT information in the SAM database is correct.
  - a. PWS 3.4.3 Para 3 - The Contractor shall certify tickets by signature or other approved scale records and submit them to the on-site EPA Representative with the activity reports. These signed tickets shall also be submitted to the EPA with each invoice.

CEJV plans on submitting invoices bi-weekly.

COR reminder to CEJV include Weigh Tickets, Backfill documentation with invoices. Also allow more than 2-3 days to review an invoice as the COR has to review each CLIN etc..

16. The Government discussed the following additional points:

- Clauses that needed to be added:
  - 52.222-12 Contract Termination—Debarment (May 2014).

- 52.222-14 Disputes Concerning Labor Standards (Feb 1988).
  - 52.222-15 Certification of Eligibility (May 2014).
  - 52.228-2 Additional Bond Security (Oct 1997).
  - 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984).
- F-5 –Discussed adjustment of contract base period PoP
  - CO plans to extend contract to December 15, 2016 as an Excusable Delays (52.249-14). Contractor may propose a different date with rationale if that is not agreeable.
  - CO does not want to use the Governments unilateral right to extend contract by 6 months as this may be needed later during contract performance.
- Update H-9(e)(1&2) GOVERNMENT-CONTRACTOR RELATIONS  
EPA & CEJV Agreed to 10 days
- H-10 – Contractor provided CPARS point of contact. Information will be loaded into the CPARS database. Richard Silva will be POC.
- H-7 –Key Personnel –  
  
CO asked if all Key Personnel are the same as proposed.  
CEJV said it depends on staffing level and amount of work. It may expand and collapse accordingly. CO asked that all changes in Key Personnel but submitted in writing for review and approval by CO. There are 4 Key Personnel assigned currently.
- H-17 – Proof of Insurance – Remind to submit to CO.
- H-19 - UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION (MAR 2013) – Reminder that All documents must be attached and submitted within Fedconnect.
- H-21 – Site requires Level 1 vs a Level 1&2 listed in contract.
- I-62(d)(1) NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD  
  
CEJV agrees that they will spend 51% of the cost solely on Hubzone.  
SBA Profile: JV not showing as HUBZONE in its SBA profile. CEJV will look into it.
- I-69 – CO has received acceptable bonding.
- I-71 – Site Superintendent onsite at all times. Key Personnel should be able to be located onsite.
- I-75 – No change orders anticipated
- Discussed all QASP incentives and disincentives – Key disincentive read by CO.

- COR Added Reminder about QASP – It is important to dump only at the approved locations, Repositories, and no overloaded trucks, weights on bridges adhered to. County can ask for weigh documentation. Also, EPA does not want properties left unfinished. Keep relationship with community positive.

**17. ADDITIONAL POINTS DISCUSSED BY GOVERNMENT:**

- CEJVs SBA Profile needs to be updated to reflect HUBZone certified. CEJV will look into this.

**18. ADDITIONAL POINTS DISCUSSED BY CONTRACTOR:**

1) CEJV asked if EPA anticipates the funding to be a problem for the Option. CO did not have an answer as the contract did starting later than expected.

2) CEJV asked if EPA could tell how many properties will meet the ceiling amount. COR said it was difficult to say since the properties vary so much, rock beds, utility lines etc. However, CEJV was reminded that this is not a property based contract and estimated quantities are not tied to a specific amount of properties. Further, the properties vary in size and area of contamination so number of properties will not be relied upon as a quantity of work indicator.

3) CEJV & EPA agreed to table discussion regarding property folders and warranty of site for unique situations.

4) CEJV notified EPA of Issuance of Cease and Desist to Cecil Lawson due to slandering & defamation. The risk of potential theft/vandalism onsite. Suppliers are reporting that he is trying to prevent them from working with CEJV. EPA CO and COR both encouraged CEJV to turn out a good product and make property owners happy, the rest should fall into place.

5) CEJV asked when they should expect Site Sketches. EPA will issue via modification.

It is understood that this document does not change any terms of the contract and that the terms of the contract can be changed only via modification to the contract. This document serves as a written record of topics discussed pertaining to the contract to ensure that both EPA and the Contractor have a mutual understanding of contract requirements and expectations of both parties.

A COPY WAS RECEIVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR'S REPRESENTATIVE/TITLE

\_\_\_\_\_  
EPA CONTRACTING OFFICER



Copy to: COR